

KEATING, MUETHING & KLEKAMP
ATTORNEYS AT LAW

18TH FLOOR PROVIDENT TOWER
ONE EAST FOURTH STREET

CINCINNATI, OHIO 45202

(513) 579-6400

August 29, 1980

JOHN L. MUETHING
DONALD P. KLEKAMP *
TIMOTHY A. GARRY
GARY P. KREIDER
DON R. GARDNER
MICHAEL J. BURKE *
LOUIS F. GILLIGAN
JOSEPH P. ROUSE
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JOSEPH L. TRAUTH, JR.

Direct Dial: 579-6517

7945-E
SEP 3 1980

INTERSTATE COMMERCE COMMISSION

JAMES R. WHITAKER
DAVID ROSENBERG *
W. BRUCE LUNSFORD **
RICHARD L. CREIGHTON, JR.
DAVID L. MUETHING
JEROME C. RANDOLPH
JEFFREY K. HEINICHEN
WILLIAM A. POSEY
WILLIAM J. KEATING, JR.

WILLIAM J. KEATING
COUNSEL

* ALSO ADMITTED TO
PRACTICE IN KENTUCKY
** LEAVE OF ABSENCE

No.

SEP 3 1980

Date

Fee \$

10.00

ICC Washington, D. C.

Secretary of the Interstate
of Commerce Commission
Washington, D.C. 20423

Dear Sir:

RE: Recordation No. 7945-A

Enclosed please find for recordation pursuant to 49 U.S.C.
11303 an original and three counterparts of the following
document:

(1) Amendment to Conditional Sale Agreement is dated as of
July 31, 1980 by and between First Security State Bank ("Vendee"),
not in its individual capacity but solely as Trustee pursuant to
a Trust Agreement (the "Trust Agreement") dated as of March 15,
1975 with Itel Leasing International, Inc.; Itel Corporation
("Guarantor") and First Security Bank of Utah, N.A., as Agent
("Agent").

The names and addresses of the parties to the Lease are
as follows:

1. First Security State Bank, Trustee
79 South Main Street
Salt Lake City, Utah 84111
2. Itel Corporation
One Embarcadero Center
San Francisco, CA 94111
3. First Security Bank of Utah, as Agent
79 South Main Street
Salt Lake City, Utah 84111

The equipment covered by this document consists of 100
70-ton 50'6" box cars, having identifying marks of PICK 55200-
55299.

RECEIVED
SEP 3 1 38 PM '80
I.C.C.
FEE OPERATION BR.

counterpart 1072

May Burns

Secretary of the Interstate
of Commerce Commission

Page 2

August 29, 1980

Please return three stamped copies of each of the enclosed documents to:

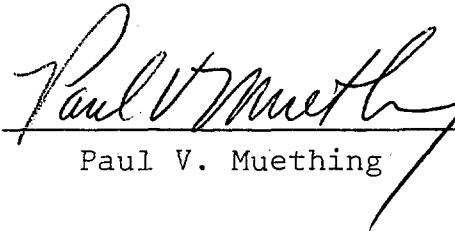
Keating, Muething & Klekamp
18th Floor, Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202

Attention: Paul V. Muething

Very truly yours,

KEATING, MUETHING & KLEKAMP

BY:

A handwritten signature in cursive script, appearing to read "Paul V. Muething", written over a horizontal line.

Paul V. Muething

klc

Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

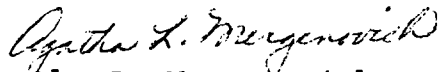
OFFICE OF THE SECRETARY

Keating, Muething & Klekamp
18th Floor, Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/3/80 at 1:40PM, and assigned re-recording number(s). 7945-E, 8357-A, & 8358-A

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

7945-
RECORDATION NO. 7945-
FILED 1425

SEP 3 - 1980.1 40 PM

INTERSTATE COMMERCE COMMISSION

7945-
SEP 3 - 1980.1 40 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO CONDITIONAL SALE AGREEMENT

This Amendment to Conditional Sale Agreement is dated as of July 31, 1980 by and between First Security State Bank ("Vendee"), not in its individual capacity but solely as Trustee pursuant to a Trust Agreement (the "Trust Agreement") dated as of March 15, 1975 with Itel Leasing International, Inc.; Itel Corporation ("Guarantor") and First Security Bank of Utah, N.A., as Agent ("Agent").

RECITALS

A. National Railway Utilization Corporation ("Builder"), Vendee and the Guarantor entered into a Conditional Sale Agreement dated as of March 15, 1975 (the "CSA").

B. The Agent and Itel Interim Lease Finance Corporation ("Original Investor") entered into a Finance Agreement ("Finance Agreement") dated as of March 15, 1975.

C. The Builder and the Agent entered into an Agreement and Assignment ("Assignment") dated as of March 15, 1975 pursuant to which the Agent acquired from the Builder all its right, security title and interest under the CSA, except as specifically excepted by such Assignment. Pursuant to such Assignment the Agent obtained all rights of the Vendor under the CSA.

D. The Original Investor sold its interest in the Finance Agreement to The Provident Bank.

E. Itel Leasing International, Inc. was merged into Itel Capital Services Corporation which was in turn merged into Itel Corporation. Thus, Itel Corporation is now the Beneficiary of the Trust Agreement.

F. The CSA was amended pursuant to an Amendment Agreement dated as of December 1, 1975.

G. Vendee and Pickens Railroad Company ("Lessee") entered into a Lease of Railroad Equipment dated as of March 15, 1975 (the "Lease").

H. Vendee assigned its rights under the Lease to the Agent pursuant to an Assignment of Lease and Agreement dated as of March 15, 1975.

Now, therefore, the parties hereto hereby further amend the CSA as follows:

1. Terms

Unless defined herein, the terms used herein shall have the meanings set forth in the CSA.

2. Delection of Article 15(e)

Article 15(e) of the CSA is hereby deleted.

3. Prepayment

The final paragraph of Article 4 of the CSA is hereby amended to read in full as follows:

"The Vendee shall have the right at any time to prepay all or any portion of the then outstanding Conditional Sale Indebtedness, with accrued interest thereon plus all other amounts due and owing under this Conditional Sale Agreements without any prepayment fees, penalty or premiums. All prepayments made pursuant to the provisions of this paragraph shall be applied to prepay ratably, in accordance with the unpaid balance of each installment of the Conditional Sale Indebtedness and the Vendee will promptly furnish to the Vendor a revised schedule of payments of principal and interest thereafter to be made, in such number of counterparts as the Vendor may request, calculated as provided in the fourth paragraph of this Article 4 hereof."

4. Use in Canada and Re-Lease

The final paragraph of Article 11 of the CSA is hereby amended to read in full as follows:

"So long as an event of default shall not have occurred and be continuing under this Agreement, the Equipment may, on and subject to all the terms and conditions of this Agreement, be used (i) upon the lines of railroad owned or operated by a lessee of the Vendor or its affiliates or upon lines of a railroad over which such lessee or any such affiliate has trackage or other operating rights or over which railroad equipment of the Lessee or any such affiliate is regularly operated pursuant to contract and (ii) upon connecting and other carriers in the usual interchange

of traffic or pursuant to run-through agreements; provided, however, that the Vendee shall not assign or permit the assignment of any unit of the Equipment to service involving the regular operation and maintenance thereof outside the United States of America; provided, however, the Vendee may assign or permit the assignment of any unit of the Equipment to service involving the regular operation and maintenance thereof in Canada upon the filing of appropriate documents perfecting Vendor's security interest in the Equipment in Canada. The Vendee may lease, arrange lease management agreements or other arrangements for the use of the Equipment to any company incorporated in any state in the United States, or in the District of Columbia after notice to Vendor but without obtaining the prior written consent of Vendor so long as such lease, lease management agreement or other arrangements for the use of the Equipment shall be subject and subordinate to Vendor's security interest, including without limitation, Vendor's rights to repossess the Equipment under Article 15 of the CSA; and provided, further, that such lease or leases, lease management agreement or other arrangements for the use of the Equipment shall be assigned to Vendor as further security for the performance of Vendee's obligations pursuant to the CSA.

5. Filing

The Vendee will promptly cause this Amendment of Conditional Sale Agreement to be filed and recorded in accordance with Section 11303 of Title 49 of the United States Code.

6. Counterparts

This Amendment to Conditional Sale Agreement may be executed in several counterparts, such counterparts together constituting but one and the same instrument.

7. A New Article 24 shall be added to the CSA as follows:

"No Other Business. Neither the Vendee, as Trustee nor Guarantor, as beneficiary with respect to Trust Estate shall enter into any other transactions, dealings, businesses, agreements or activities of whatsoever kind or nature except those contemplated or required by the Lease between Great American Insurance Company

as Lessor and the Vendee dated as of July 31, 1980, this CSA and related documentation, the Settlement Agreement dated as of July 15, 1980 among Guarantor, Great American Insurance Company, The Provident Bank and American Financial Corporation, as amended, lease termination agreements currently under negotiation with Builder and Pickens Railroad Company, an assignment of 12 boxcars from Builder and Pickens Railroad Company to Guarantor and the further assignment of such 12 boxcars from the Trustee to Guarantor."

8. A New Article 25 shall be added to the CSA as follows:

"No Change to Trust Agreement. Neither the Vendee, nor the Guarantor may amend, rescind or otherwise affect their respective rights under the Trust Agreement without the prior written consent of The Provident Bank."

9. A New Article 26 shall be added to the CSA as follows:

"No Prior Modification To Trust Agreement. The Vendee and the Guarantor warrant and represent that the Trust Agreement has not been amended or modified since the date of its execution, and that it remains in full force and effect as of the date hereof."

10. A New Article 27 shall be added to the CSA as follows:

"No Distribution of Trust Estate. In the event that the Equipment or any portion of it shall be sold or otherwise disposed of, the proceeds from such sale or disposition shall be held in trust by the Vendee for the benefit of the Guarantor and the Agent and no distribution of such proceeds may be made until (i) such time as Guarantor has fully performed all its obligations under the Guaranty of Lease of Railroad Equipment between Guarantor and Great American Insurance Company dated as of June 3, 1976, as amended and the Guaranty of Lease of Railroad Equipment between Guarantor and Great American Insurance Company dated as of May 31, 1976, as amended or (ii) until Guarantor has obtained the prior written consent of The Provident Bank, which consent shall not be unreasonably withheld."

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective authorized officers.

FIRST SECURITY BANK OF UTAH, N.A.,
as Agent and Vendor

BY: Bandy B. Maurant
Authorized Officer

Date: August 1, 1980

ITEL CORPORATION,
as Guarantor and as Beneficiary
of the Trust Agreement

BY: [Signature]

Title: Treasurer

Date: 8/19/80

FIRST SECURITY STATE BANK,
as Trustee and as Vendee

By: Randy R. Marchant

Authorized Officer

Date: August 1, 1980

Approved by THE PROVIDENT BANK

By: [Signature]

Title: Executive Vice President

Date: August 1, 1980

STATE OF CALIFORNIA)

: SS.

CITY AND COUNTY OF SAN FRANCISCO)

On this 1st day of August, 1980, before me personally appeared, RICHARD A. BACHMANN, to me personally known, who, being by me duly sworn, says that he is an authorized officer of ITEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



My Commission Expires: 4/6/84

patricia schumacker
NOTARY PUBLIC

STATE OF OHIO)
 : SS.
COUNTY OF HAMILTON)

On this 1st day of August, 1980, before me personally appeared, Randy R. Merchant, to me personally known, who, being by me duly sworn, says that he is a duly authorized officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Paul V. Muething
NOTARY PUBLIC

My Commission expires: _____

PAUL V. MUETHING, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

STATE OF OHIO)
 : SS.
COUNTY OF HAMILTON)

On this 1st day of August, 1980, before me personally appeared, Robert D. Lindsay Jr., to me personally known, who, being by me duly sworn, says that he is a duly authorized officer of THE PROVIDENT BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Paul V. Muething
NOTARY PUBLIC

My Commission expires: _____

PAUL V. MUETHING, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

STATE OF OHIO)
 : SS.
COUNTY OF HAMILTON)

On this 1st day of August, 1980, before me personally appeared, Randy R. Merchant, to me personally known, who, being by me duly sworn, says that he is a duly authorized

officer of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.


NOTARY PUBLIC

My Commission expires: _____

PAUL V. MUETHING, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.